



CITY OF CLEVELAND
Mayor Frank G. Jackson

Request for Proposal (RFP)

For

Electronic Healthcare Management Solution

Issued by the

Cleveland Department of Public Health (CDPH)

Schedule of Critical Dates:

1. Tuesday, December 24, 2019
2. Tuesday, January 14, 2020
3. Tuesday, January 21, 2020
4. Thursday, January 23, 2020
5. Friday, January 31, 2020

RFP Published on City website
Pre-Proposal Conference
Last Day to Submit Questions
Publish RFP Addendum
Proposal Submission Deadline

LATE PROPOSALS WILL NOT BE ACCEPTED

Pre-Proposal Conference

A pre-proposal conference will be held on **Tuesday, January 14th, 2020 at 1:00 p.m. EST** interested parties may ask questions or seek clarification pertaining to this Request for Proposals (RFP) and the services desired. For security reasons, those planning to attend the pre-proposal conference must register by e-mail to thayes@clevelandohio.gov or [216-664-7015](tel:216-664-7015). When registering, it will be necessary to provide the names of all attendees. Interested parties also have the option of participating via teleconference. Details of the teleconference session will be sent to all registered attendees.

Addendum to the RFP

The last day for submission of questions with regards to the RFP is **Tuesday, January 21st, 2020 by 5:00 p.m. EST**. An addendum to the RFP will be published on the City's website on **Thursday, January 23rd, 2020**.

Submitting Proposals

Each firm must submit two (2) complete copies of their technical proposal and fee proposal in hard copy and a copy of the technical and fee proposal on a Flash Drive to the undersigned **no later than 5:00 p.m. EST on Friday, January 31st, 2020**. No proposals will be accepted after that date and time unless the City extends the deadline by a written addendum.

The technical and fee proposals should be packaged in separate sealed envelopes, marked appropriately on the outside and, if possible, enclosed in one package, These may be mailed or delivered to the address below and must be identified on the outside of the envelope(s) as:

Proposal: Electronic Healthcare Management Solution
City of Cleveland
Division of Information Technology & Service
Attn: Tiarra Hayes, Project Manager
205 W. St. Clair, 4th Flr.
Cleveland, OH 44113

The City reserves the right to reject any or all proposals or portions of them, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the service(s) desired otherwise, at any time or in any manner considered, in the sole discretion of the City, to be in the City's best interests. The City may modify or amend any provision of this notice or the RFP at any time.

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1.INTRODUCTION AND OVERVIEW

Introduction

The City of Cleveland (City), Department of Public Health (CDPH) is soliciting proposals from qualified service providers with industry experience sufficient to provide an Electronic Healthcare Management Solution.

Following the specifications outlined in this document, deliverables from the implementation must include solutions that will support electronic health records, electronic medical billing and compliance reports, clinician credentialing, data conversion, and training to support the delivery of services in the areas of advanced practice nurse services, HIV testing, immunizations, lab services, reproductive health, TB, alcohol, and drug testing.

Goal

The goal of the implementation of this solution should provide the City of Cleveland (City) Department of Public Health (CDPH) with solution(s) to manage electronic medical records, and the ability to perform medical billing activities and audits. This is to ensure that coding and documentation are correct and billable in compliance with applicable law, regulations, and the City's policies.

CDPH should be able to gather all client's demographic data required for standard third-party billing functions. Additionally, the CDPH should have the ability to support all state and other externally mandated reporting requirements for providers in the state of Ohio.

The software should support the development of management reporting dashboards to help monitor critical strategic and operational metrics. The software should also support licensing, credentials and payer privileges for clinical staff members. This information will be integrated into scheduling and billing functionality to aid CDPH in ensuring that all-payer rules are met and claims for services will be paid.

This RFP does not obligate the City to complete the selection and contract award process. The City reserves the right to accept or reject any and all proposals, request additional information from any or all proposers to assist the City in its evaluation process, amend or withdraw this RFP prior to the announcement of the selected firm and award the proposed services in whole or in part, to one or more firms. In case of an amendment to the RFP, all proposers will be provided with a copy of any such amendment(s) and be allowed to revise their proposals in response to the RFP amendment.

2.REQUESTED SCOPE OF SERVICES

General Requirements

- I. The Solution shall allow CDPH to support the following EMR requirements:
 - a. Demographics/ Care Management
 - b. Patient History
 - c. Current Health Data, Encounters, Health Risk Assessment
 - d. Problem List
 - e. Confidentiality and Security
 - f. Consents, Authorization, and Directives
 - g. Practice Specific Capabilities
 - h. Patient Follow-Up Monitoring Tracking System
 - i. Systems Management
 - j. Behavioral Health
 - k. Medication and Immunization Management
- II. The Solution shall allow CDPH to support the following billing requirements:
 - a. Coding
 - b. Account Receivables
 - c. EDI Services
 - d. Consent, Authorizations, and Directives
 - e. Medicaid Enrolment and Billing
 - f. Insurance Claims Processing
 - g. Account Reconciliation
- III. The solution shall allow CDPH to support the following Credentialing requirements:
 - a. Online Initial Applications
 - b. Automated Credentialing Approval Letters

The solution shall allow CDPH to support the following training requirements for all the services provided above:

- a. Development of the training environment
- b. Recorded modules and reference tools
- c. Facilitation/ Consultant Led Training Sessions

The City reserves the right to award the contract to one or more vendors based on their competencies in the various services described above. The City also reserves the right to modify the scope of services at any time before execution of a contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgment, and in its best interest.

City Technical Environment

Microsoft Windows 10 Desktop Operating System, latest versions of Internet Explorer, and Google Chrome browsers.

User Acceptance Testing and Training Requirements

The City will perform two weeks of functional user acceptance testing. After this testing, the proposer shall correct any identified deficiencies/issues prior to final acceptance. The proposer will be required to train all CDPH and their immediate supervisory staff on the utilization of the software.

3. PROPOSAL FORMAT

All vendors should use the following order and format for preparing and presenting their response:

a) Proposal Checklist

The Proposal Checklist (Attachment “D”) must be completed and returned with the Vendor’s proposal package.

b) Management Letter

The Vendor must include a management letter outlining the contents of the response. Include a summary of Vendor’s prior experience implementations, and with government sector clients. An authorized representative of the firm must sign the cover letter to verify the contents of the response. The letter also must incorporate the following:

- ❑ A statement of commitment and an indication of the level of involvement of the Vendor.
- ❑ A statement that the proposed solution will meet the requirements outlined in the RFP and/or a list of exceptions to the requirements in the RFP. (Note that the City reserves the right to reject any proposal containing such exceptions, or to require modifications before acceptance.)
- ❑ A statement indicating whether or not proprietary information has been included in the proposal.
- ❑ A statement that the Vendor’s proposal, including proposed fixed fees for services, will remain valid for a minimum period of one hundred twenty (120) days after the proposal due date.

(Note that the City reserves the right to request that the Vendor extend the period during which the proposal will remain valid.)

All information contained within the response will become part of the final contract.

c) Executive Summary

The Vendor will provide an Executive Summary that condenses and highlights the proposal content (i.e., proposed product, services to be provided, high-level project management objectives, etc.). The Executive Summary should contain enough information to provide any City reviewer with a broad understanding of the entire proposal.

d) Vendor Background

The Vendor will provide detailed information on the company's background and experience, using the Vendor Background Information Template (Attachment "E").

e) Vendor Client References

Each Vendor proposing as a Primary Contractor must provide at least three references, which may be contacted concerning the Vendor's performance implementing and deploying similar solutions being proposed. Vendors should reference only clients with fully implemented projects. References should have received a product and services similar to those proposed to the City of Cleveland. The Vendor must reply to this section using the Vendor Client Reference template provided in "Attachment F" of this RFP.

f) Proposed Solution and Professional Services

The Vendor's proposal must provide a comprehensive description of the proposed solution that builds on the high-level overview provided in the Executive Summary of the proposal. The Proposed Solution and Professional Services section should include, at a minimum, a detailed discussion of the Vendors:

- ❑ Understanding of the general requirements of the CDPH for both the solution and the provision of professional services;
- ❑ General description of the proposed solution and specific information regarding
 - Minimum hardware, network, and operating system requirements
 - Schedule of system maintenance/new releases over the past two years for the system being proposed (including a summary of new release content, the reason for product update, impact to clients, whether optional or required)

- Any planned or in-process modifications or enhancements to the system being proposed over the next 12 months, including the expected date of release
- Proposed post-implementation system support and/or available support options
- Availability of a formal users group for the product, regularly scheduled meetings to communicate with customers, e-publications or e-bulletin board
- ❑ Proposed project organization and structure, including an organization chart with areas of responsibility
- ❑ Proposed installation support services the Vendor will provide
- ❑ Proposed project management services the Vendor will provide
- ❑ Proposed high-level implementation plan, including
 - Milestones and major tasks
 - High-level schedule for completion
 - A “generic” implementation plan template in Microsoft Project
- ❑ Proposed testing strategy to verify performance and compatibility with City’s environment
- ❑ Proposed training plan (technical, end-user, system administrator) with a description of course materials and reference information provided for each type of training
- ❑ Proposed plan for stakeholder communication
- ❑ Deliverables to be provided.

g) Proposed Project Resources and Staffing

For this section, the Vendor must define the resources, and the type and level of service to be provided by the resources to satisfy the City’s requirements concerning implementing and deploying an Electronic Health Records and Practice Management Solution. At minimum, the Vendor must define:

- ❑ Expertise required to complete tasks and deliverables
- ❑ Number of technical and non-technical resources (Vendor and City) that will be required to complete tasks

The proposed project staffing must include all key staff (i.e., those persons dedicated for at least 50% of their time) to be assigned to this project. The staffing plan should show all proposed individuals, including their major areas of responsibility during the project, and percent of the time to be dedicated to the project.

Resumes of all key personnel proposed for this project must be included. The resumes should highlight each individual:

- ❑ Experience with the Vendor
- ❑ Experience with projects related to the implementation
- ❑ Experience with projects similar in size and scope to this project
- ❑ Experience with public health sector projects

Description of experience must include specific responsibilities and a number of years.

If project management responsibilities are assigned to more than one individual during the project, resumes must be provided for each person.

Each project referenced in a resume should include the customer name, customer reference (including current telephone number) and dates/duration of the project, as well as a very brief project description.

The City reserves the right to approve or reject any changes to the Vendor's Project Manager or other key personnel after the contract award. The City also reserves the right to require personnel changes, with reasonable notice to the Vendor, following contract award if the City determines that such changes are in the best interests of the project.

h) Response to Functional Requirements

The Vendor must provide a response to each system requirement detailed in the Functional Requirements table (**Attachment “G”**) by placing an “X” in the appropriate response box.

A RESPONSE MUST BE PROVIDED FOR EACH REQUIREMENT OR AN ASSUMPTION WILL BE MADE THAT THE VENDOR CANNOT ACCOMPLISH THE REQUIREMENT.

i) Vendor Relationships and Agreements

Provide a list of Vendor relationships and agreements with other Vendors with respect to this project.

j) Fee Proposal Format

The Vendor will provide a detailed fee proposal using the Vendor Fee Proposal Schedules template provided in **Attachment “H”** of this RFP. Items in the fee proposal should cover all cost components of the Vendor’s proposed solution, and represent the total cost of the solution and professional services to implement and deploy a system that meets the City of Cleveland’s stated requirements.

If the primary contractor (Vendor) uses third party firms as part of the project, the cost of these firms must be included as part of the Primary Vendor’s fee proposal. The Primary Vendor will be totally responsible for payment and other agreements made with any third party Vendor or Vendors.

The fee proposal is to be submitted under separate packaging. Failure of the Vendor to meet the requirements for submission of the fee proposal may result in disqualification of the proposal in its entirety.

4.GENERAL VENDOR REQUIREMENTS

In order to obtain the best possible solution and services, the City does not wish to dictate the specifics of a proposed solution. The City, instead, encourages Vendors to be creative in proposing a solution that will best meet the City's stated requirements, and advance the project.

Project Communication

The selected Vendor will be expected to provide the City with performance reports commencing after the first two weeks of contract performance. These reports will contain, at a minimum:

- ❑ Planned versus actual accomplishments for the reporting period and an explanation for any variances between them;
- ❑ Information regarding open issues/questions, identification of the person(s) to whom these are assigned, and a target resolution date; and
- ❑ Potential problems, delays, or adverse conditions and suggested mitigation, including clear identification of any assistance required by the Vendor from the City or other parties.

Performance reports must be submitted via e-mail at the end of each complete reporting period (to be determined by the City) to the City's Project Manager.

The Vendor will be expected to attend meetings and/or teleconferences with project representatives, as reasonably requested by the City. The Vendor will be responsible for providing the City's Project Manager with meeting minutes within two (2) business days of such meeting and/or teleconference, which should describe action items, decisions made, and outstanding issues, concerns, or questions concerning performance raised by the City and/or the Vendor.

Commitment to Best Practices

The Vendor must articulate how emerging and/or future trends and technologies relating to the project will fit into the proposed project plan. The Vendor will relate how it keeps current with emerging trends, and how it will provide best practices information to the City, concerning this project.

Contract Compliance Forms

Respondents must review, complete, sign, and submit all of the City of Cleveland Contract Compliance Forms listed in the section titled “Attachment “C”. These forms can be found under the “Forms” link in the Vendor Services section of the City’s website.

One original signed copy of the responses to “Contract Compliance Forms” must be provided with the original signed proposal. Vendors are not required to provide additional copies of the forms with additional copies of their proposals.

Additional Information

The proposal may also include any additional information that may be helpful and relevant.

5.PROPOSAL EVALUATION AND SELECTION

Basis for Award

Proposals received in response to this request will be reviewed and evaluated by a team. The final selection will be based on the evaluation team's assessment of the respondents per the following evaluation criteria:

- I. Quality, thoroughness, and clarity of the proposal
- II. How well the submitted package meets the City's needs
- III. Qualifications, capabilities, and experience of the firm and staff
- IV. Vendor references
- V. Advantages and disadvantages to the City, which could result from the proposal.
- VI. Implementation strategy, project management, and commitment to a successful project
- VII. Equal opportunity, MBE/FBE factor
- VIII. Price.

Round 1 – Procedural Compliance/Documentation Quality Assurance/ Functional Requirements Review-

The purpose of this phase of the evaluation is to verify that the vendor has complied with the following stipulations and acceptance criteria:

- Vendor adhered to the City's established process for communication with the City.
- Vendor submitted a proposal to the City on or before the submission deadline.
- Cover of the Vendor's submission package contains the appropriate content designation, and all requested components of the submission package are included.
- Vendor has completed and submitted the Proposal Checklist (City will verify all documentation supplied by the vendor, including all forms).
- Review of vendors' responses to the Functional Requirements matrix. "Attachment G"

Proposals that meet the acceptance criteria may progress to the next step in the evaluation process-

Round 2-Proposal Evaluation and Scoring. Failure by the vendor to comply with the instructions provided or to submit a complete proposal may render a proposal not qualified for the award, except that the City reserves the right to waive minor irregularities. The City may also, solely at its discretion,

choose to notify a vendor of deficiencies in its response to the RFP and allow for remediation of such deficiencies.

Round 2 - Proposal Evaluation and Scoring-Minimum Score -75%

The 2nd Round of evaluations, will be based on the following criteria:

- Vendor Profile/Qualifications Information
- Scope and Quality of Response, Proposed Services, and Solution
- Functional Requirements Review
- Training and Support Services

Round 3- Vendor Product Demonstration and Oral Interview –Minimum Score 75%

Qualified vendors from Round 2 may be invited to conduct a product demonstration for the City of Cleveland. Demonstrations, not to exceed two hours, will be scheduled by the PMO with each of the finalists within one week of selection. Detailed instructions on the demonstration requirements and the content will be provided at that time.

Fee Evaluation: The review of the vendors' fee proposals will be based on the following criteria:

- Completeness of response
- Consistency of proposed costs with the vendor's proposed scope of services
- Overall realism and reasonableness of proposed costs.

6.AGREEMENT PROCESS

The Vendor (s) whose proposal(s) is found to be the “Most Advantageous” will be selected and offered the opportunity to enter into an agreement with the City. The scope, terms, and conditions of that agreement shall be in conformance with the terms, conditions, and specifications described in this RFP, and the proposal submitted by the Vendor shall become part of the agreement with the City.

The selected Vendor must be prepared to begin contract negotiations immediately upon notification of selection. If the Vendor is not able to begin contract negotiations, the City may disqualify the Vendor. The City reserves the right to negotiate the contract to include any portion or portions of the proposal.

The City shall not be responsible for any Vendor costs incurred concerning the preparation of the proposal, travel to any meetings, or any other Vendor costs associated with proposal preparation.

The City of Cleveland’s Law Department will prepare the contract. Vendor responses must identify a designated Contact Person authorized to negotiate the final terms and conditions with the Law Department. It should be noted that the Law Department uses the City of Cleveland to prepared contract forms and not standard Vendor contract forms.

7.TERMS AND CONDITIONS

The following terms and conditions, substantially in the form contained herein, shall be included in the agreement between the City and the successful respondent. Please carefully review these terms and conditions. No specific response to this section is required.

Term

The term of this Agreement shall begin on the effective date of this Agreement and, unless sooner canceled in accordance with the terms of the Agreement, shall terminate upon completion of and approval by the City of all work to be performed.

Cancellation

The City may cancel this agreement at any time upon written notice to the Consultant.

Independent Contractor

The consultant and the City agree that the Consultant is an independent contractor and not an employee of the City and further agrees that Consultant shall be considered as such for all purposes. As such Consultants shall retain sole financial responsibility for all taxes due to federal, state, or local governments or agencies on account of themselves, their employees, representatives, or agents.

Equal Opportunity, MBE/FBE

The Consultant shall comply with all terms, conditions, and requirements imposed on a “Contractor” in the *Equal Opportunity Clause*, Section 187.22(b) of the Cleveland Codified Ordinances, (Attachment F) and shall make the Clause part of every subcontractor agreement entered into for services or goods and binding on all persons and firms with which the proposer may deal, as follows: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, “treated” means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and

terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of Contractors setting forth the provisions of this nondiscrimination clause.

A copy of this Clause shall be made a part of every subcontractor agreement entered into for goods or services, and shall be binding on all persons, firms, and corporations with whom the Contractor may deal.

Within 60 calendar days after entering into a contract, the successful Proposer, as Contractor, shall file a written affirmative action program with the OEO containing standards and procedures and representations assuring that the Contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor's recruitment, selection, and advancement processes. The forms can be found at [City of Cleveland OEO Forms](#)

Cleveland Area Business Code

During performance of this contract, Consultant shall comply with any and all applicable requirements of the *Cleveland Area Business Code*, Chapter 187 and 187a. of the Codified Ordinances of Cleveland, Ohio, 1976 ("C.O."), and any *Regulations* promulgated under the *Code*, which *Code* and *Regulations* are incorporated into and made part of this RFP by this reference as fully as if rewritten in it or attached. There is no subcontractor participation goal for this contract.

Subcontracts and Assignments

Consultant shall not subcontract, nor shall any subcontractor commence performance of any part of the work or services included in this Agreement without the prior written consent of the City. Subcontracting, if permitted, shall not relieve Consultant of any of its obligations under this Agreement.

Consultant shall be and remain solely responsible to the City for the acts or faults of any such subcontractor and such subcontractor's officers, agents, and employees, each of whom shall for this purpose, be deemed to be an agent or employee of Consultant to the extent of its subcontract. Consultant and any subcontractor shall jointly and severally agree that the City of Cleveland is not obligated to pay or to be liable for the payment of any sums due to any subcontractor.

Assignment

Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or notation, without the prior written consent of the City.

Confidentiality

In rendering the Services to be performed pursuant to this Agreement, Consultant agrees to treat and maintain confidential information and data as the City's confidential property and from the date hereof and agrees not to divulge it to any third party at any time or use it for Consultant's personal benefit or otherwise, except as such use or disclosure may be required in connection with the performance of the Services or maybe consented to, in writing by the City.

Compliance with Laws and Policies

This Agreement is subject to, and Consultant shall comply with, all statutes, ordinances, regulations, and rules of the Federal government, the State of Ohio, the County of Cuyahoga, and the City of Cleveland.

Indemnification and Insurance

Consultant shall indemnify and hold harmless the City and its respective officers, agents and employees from and against all losses, damages, expenses, suits or claims, liabilities and costs, including reasonable attorney's fees, that may be based upon any negligent error or omission by Consultant or any injury to persons or property arising out of an error, omission or negligent act of Consultant or its sub-consultant. Consultant shall, at its own expense, defend the City in all litigation, pay all attorney's fees, damages, court costs and other expenses arising out of such litigation or claims incurred in connection therewith and shall, at its own expense, pay all claims and related expenses and satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents or employees, arising out of such litigation. Such indemnification shall survive the termination of this Agreement.

State Industrial Compensation

Consultant shall be required at all times during the term of this Agreement, if required by law, to subscribe to and comply with the Workers' Compensation Laws of the State of Ohio and pay such premiums as may be required thereunder and to save the City harmless from any and all liability from or under said act. Consultant shall also furnish, if applicable, upon the request of the City, a copy of the official certificate or receipt showing the payments referred to herein.

Social Security Act

Consultant shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment benefits, pensions and annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries or other remuneration paid to persons employed by Consultant on work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized state or federal officials and said Consultant also agrees to indemnify and save harmless the City of Cleveland from any such contributions or taxes or liability therefore.

Interest of Consultant

Consultant covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant further covenants that no person having any such interest shall be employed in the performance of this Agreement.

Defaults and Remedies

- A. Consultant shall be in default of this Agreement upon the happening of any of the following events:
1. Consultant fails to observe or perform any of the covenants or agreements to be observed or performed by it hereunder, and such failure continues for five (5) days after written notice thereof is given to the Consultant by the City.
 2. The filing, execution or occurrence of: (i) a petition or other proceeding by, or a finding against, Consultant for its dissolution, reorganization or liquidation; (ii) a petition in bankruptcy by Consultant; (iii) an adjudication of Consultant as bankrupt or insolvent; (iv) an assignment or petition for assignment for the benefit of creditors.

3. Consultant abandons or discontinues its operations for the City except when such abandonment or discontinuance is caused by fire, earthquake, war, strike, or other calamities beyond its control.
- B. Upon the happening of any one or more of the events as set forth in Paragraph A of this Article, or upon any other default or breach of this Agreement, the Finance Director may, at her option, exercise concurrently or successively any one or more of the following rights and remedies:
1. Enjoin any breach or threatened breach by Consultant of any covenants, agreements, terms provisions or conditions hereof.
 2. Sue for the performance of any obligation, promise, or agreement devolving upon Consultant for performance or damages for the nonperformance thereof, all without terminating this Agreement.
 3. Terminate this Agreement.
- C. All rights and remedies granted to the City herein and any other rights and remedies that the City may have at law and in equity are hereby declared to be cumulative and not exclusive and the fact that the City may have exercised any remedy without terminating this Agreement shall not impair the City's rights thereafter to terminate or to exercise any other remedy herein granted or to which it may be otherwise entitled.

8.EQUAL OPPORTUNITY REQUIREMENTS

During performance of this Agreement, Contractor shall comply with all applicable requirements of the *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976 (“C.O.”), and any *Regulations* promulgated under the *Code*, which *Code* and *Regulations* are incorporated into and made part of this RFQ by this reference as fully as if rewritten in it or attached. Specifically, compliance under any resulting agreement shall include, but not be limited to, the Contractors:

- Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in the performance of the Agreement;
- Compliance and cooperation with Project Monitors, whether from the Mayor’s Office of Equal Opportunity (the “OEO”) or the contracting department;
- Accurate, complete, and on-time submission of all reports, forms, and documents including, but not limited to, employment reports, certified payrolls, monitoring forms, and other information the Director of the OEO may require, whether in printed or electronic form, to ascertain and verify Contractor’s compliance; and
- Attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting department director(s) at key intervals during performance of the contract services (e.g., 25% completion, 50% completion, 75% completion).
- **Failure to Comply.** When determining the contractor’s future eligibility for a City contract, the City shall consider a contractor’s failure to comply with the representations of its proposal and the requirements under the *Code* as a failure to faithfully perform a contract.
- Under the *Cleveland Area Business Code*, the City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs), and Cleveland-

area small businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful proposer for a contract will be a firm that shares that commitment. Accordingly, a proposer is strongly encouraged to utilize the services of qualified MBE/FBE/CSB sub-consultants that are certified by the Mayor's Office of Equal Opportunity (the "OEO") in its proposal.

- a. The standard subcontracting goal for professional services contracts is 10% Cleveland Area Small Business (“CSB”) subcontractor participation. Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise (“MBE”), Female Business Enterprise (“FBE”), and CSB firms, consistent with the subcontracting goal(s) applicable to this RFQ.
- b. To document its good-faith effort to utilize certified MBE, FBE, and CSB sub-consultants, each proposer must complete Schedules 1 through 4 found in the *Cleveland Area Business Code - Notice to Bidders and Schedules*. These schedules identify the Proposer’s proposed use of MBE, FBE and CSB sub-consultants on the project, which evidences the proposer’s good-faith effort to obtain the participation of certified sub-consultants. The Proposer shall submit the completed forms with its proposal, and they will be forwarded to the City’s Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a proposal

Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs, and FBEs by checking the City’s website at www.city.cleveland.oh.us. Proposers are responsible for obtaining the most current list and for contacting potential CSB/MBE/FBE sub-consultants. The City assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB sub-consultants.

The City Office of Equal Opportunity will monitor the participation of MBE, FBE, and/or CSB sub-consultants throughout the engagement or project. The successful proposer, as contractor, will be responsible for providing the OEO with all the information necessary to facilitate this monitoring.

The *Cleveland Area Business Code*, any *Regulations* promulgated under the *Code*, and the *OEO Notice to Bidders & Schedules* are, by this reference, incorporated in and made part of this solicitation and any resulting contract as fully as if written in it or attached.

The successful proposer, as contractor, will be required to comply with all terms, conditions, and requirements imposed on a “contractor” in the following *Equal*

Opportunity Clause, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the Clause part of every subcontractor agreement entered into for services or goods and binding on all persons and firms with which the proposer may deal, as follows: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, “treated” means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.

- a) Within 60 calendar days after entering into a contract, the successful Proposer, as Contractor, shall file a written affirmative action program with the OEO containing standards and procedures and representations assuring that the Contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor’s recruitment, selection, and advancement processes.

9.CONSTRUCTION OF AGREEMENT:

- A. The validity, interpretation, construction, and performance of this Agreement shall be in accordance with the laws of the State of Ohio.
- B. This Agreement and the agreement between the City of Cleveland sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, and understandings, oral or written, of any nature whatsoever between the parties regarding the subject matter hereof. The waiver of any breach of any term of this Agreement does not waive any subsequent breach of that or any other term of this Agreement.
- C. No modifications or amendments to this Agreement will be valid unless in writing and signed by each of the parties hereto.
- D. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine or feminine or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require, the same as if such words have been fully and properly written in the number and gender.
- E. Consultant agrees that no representation or warranties of any type shall be binding upon the City unless expressly authorized in writing herein.
- F. The headings of sections and paragraphs to the extent used herein are used for reference only, and in no way define, limit or describe the scope or intent of any provisions hereof.
- G. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

H. The following documents attached hereto are hereby incorporated with and made a part of this Agreement:

1. Attachment “A”, Equal Opportunity Clause.
2. Attachment “B”, Definitions.
3. Attachment “C”, Forms.
4. Attachment “D”, Proposal Checklist
5. Attachment “E”, Vendor Background Information
6. Attachment “F”, Vendor Client References
7. Attachment “G”, Functional Requirements
8. Attachment “H”, Vendor Fee Proposal

10. ATTACHMENTS

Attachment “A” Equal Opportunity Clause

EQUAL OPPORTUNITY CLAUSE

(Section 187.22(b) C.O.)

Each Contract also shall contain the following equal opportunity clause:

“During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. The contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the contractor setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.
- (3) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contracts, or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) It is the policy of the City that local businesses, minority-owned businesses, and female-owned businesses shall have every practicable opportunity to participate in the performance of contracts awarded by the City subject to the applicable provisions of the Cleveland Area Business Code.
- (5) The contractor shall permit access by the Director or his or her designated representative to any relevant and pertinent reports and documents to verify compliance with the Cleveland Area Business Code, and with the Regulations. All such materials provided to the Director or designee by the contractor shall be considered confidential.
- (6) The contractor will not obstruct or hinder the Director or designee in the fulfillment of the duties and responsibilities imposed by the Cleveland Area Business Code.
- (7) The contractor agrees that each subcontract will include this Equal Opportunity Clause, and the contractor will notify each subcontractor, material supplier, and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Cleveland Area Business Code. The contractor shall take any appropriate action concerning any subcontractor as a means of enforcing the provisions of the Code.”

Attachment “B” Definitions per A-87:

1. "Approval or authorization of the awarding or cognizant Federal agency" means documentation evidencing consent prior to incurring a specific cost. If such costs are specifically identified in a Federal award document, approval of the document constitutes approval of the costs. If the costs are covered by a State/local-wide cost allocation plan or an indirect cost proposal, approval of the plan constitutes the approval.
2. "Award" means grants, cost-reimbursement contracts, and other agreements between a State, local and Indian tribal government and the Federal Government.
3. "Awarding agency" means (a) concerning a grant, cooperative agreement, or cost-reimbursement contract, the Federal agency, and (b) concerning a sub-award, the party that awarded the sub-award.
4. "Central service cost allocation plan" means the documentation identifying, accumulating, and allocating or developing billing rates based on the allowable costs of services provided by a governmental unit on a centralized basis to its departments and agencies. The costs of these services may be allocated or billed to users.
5. "Claim" means a written demand or written assertion by the governmental unit or grantor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of award terms, or other relief arising under or relating to the award. A voucher, invoice, or other routine requests for payment that is not a dispute when submitted is not a claim. Appeals, such as those filed by a governmental unit in response to questioned audit costs, are not considered claims until a final management decision is made by the Federal awarding agency.
6. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under this Circular on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies.

7. "Common Rule" means the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Final Rule" originally issued at 53 FR 8034-8103 (March 11, 1988). Other common rules will be referred to by their specific titles.
8. "Contract" means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to): awards and notices of awards, job orders or task orders issued under basic ordering agreements, letter contracts, purchase orders, under which the contract becomes effective by written acceptance or performance, and, bilateral contract modifications.
9. "Cost" means an amount as determined on a cash, accrual, or another basis acceptable to the Federal awarding or cognizant agency.
10. "Governmental unit" means the entire State, local, or federally-recognized Indian tribal government, including any component thereof.
11. "Grantee department or agency" means the component of a State, local, or federally-recognized Indian tribal government which is responsible for the performance or administration of all or some part of a Federal award.
12. "Indirect cost rate proposal" means the documentation prepared by a governmental unit or component thereof to substantiate its request for the establishment of an indirect cost rate as described in Attachment E of the OMB Circular A-87. Indirect costs are those: (a) incurred for a common or joint purpose benefiting more than one cost objective, and (b) not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. The term "indirect costs," as used herein, applies to costs of this type originating in the grantee department, as well as those incurred by other departments in

supplying goods, services, and facilities. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish several pools of indirect costs within a governmental unit department or in other agencies providing services to a governmental unit department. Indirect cost pools should be distributed to benefited cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.

13. "Local government" means a county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (whether or not incorporated as a non-profit corporation under state law), any other regional or interstate government entity, or any agency or instrumentality of a local government.
14. "Public assistance cost allocation plan" means a narrative description of the procedures that will be used in identifying, measuring, and allocating all administrative costs to all of the programs administered or supervised by State public assistance agencies as described in Attachment D of this Circular.
15. "State" means any of the several States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, any territory or possession of the United States, or any agency or instrumentality of a State exclusive of local governments.

Attachment “C”, Forms

- Office of Equal Opportunity
 - Schedule 1: Project Contact Information Form
 - Schedule 2: Schedule of Subcontractor Participation
 - Schedule 3: Statement of Intent to Perform as a Subcontract
 - Schedule 4: CSB/MBE/FBE Subcontractor Unavailability/
Impracticality Certification

- Federal Form W-9 including Taxpayer Identification Number;

- Non-Competitive Bid Contract Statement

- Northern Ireland Fair Labor Practices Affidavit

Attachment “D”, Proposal Checklist

Include this proposal checklist with your submission to ensure that you have completed all required portions of the proposal. Incomplete submissions may be disqualified.

PROPOSAL CHECKLIST (Complete and Include with Proposal Submission)		
Item Description	Form	Included? (Y/N)
Management Letter	N/A	
Vendor Background Information	See Attachment E	
Vendor Client Reference Form	See attachment F	
Solution and Professional Services Description	N/A	
Staffing Plan (Include Resumes)	N/A	
Functional Requirements	See Attachment G	
Vendor Fee Summary	See Attachment H	
Schedule 1 Project Contact Information Form	See Attachment C – OEO Form	
Schedule 2 Schedule of Subcontractor Participation	See Attachment C – OEO Form	
Schedule 3 Statement of Intent to Perform as a Subcontractor	See Attachment C – OEO Form	
Schedule 4 CSB/MBE/FBE Subcontractor Unavailability/Impracticality Certification	See Attachment C – OEO Form	
Northern Ireland Fair Employment Practices Disclosure	See Attachment C	
Non-Competitive Bid Contract Statement for	See Attachment C	
W-9 Request for Federal Taxpayer Identification	See Attachment C	
Completed Proposal Checklist	Attachment D (This Form)	

Attachment “E” – Vendor Background Information

Information Requested		Vendors Response, Comments, or Explanations
OVERVIEW		
1	Vendor Name	
2	Address	
3	Telephone Number	
4	Contact Person	
5	E-Mail Address	
6	Parent Company (If Applicable)	
7	Address	
8	Telephone Number	
9	Provide information about any local branch offices or support centers that might serve an account in Cleveland, OH, including number of employee and type of services provided	
10	Provide name of each principal	
11	Provide the year the company was established and any former firm names	
13	Provide the type of company (public or private)	
14	Provide the financial statements and annual report for past 3 years	
15	Provide the state and type of incorporation	
16	Provide the number of years the company has engaged in Project type system implementation	
17	Provide information on related services offered by the company	
PERSONNEL		
18	Provide the total number of FTEs in the company	
19	Provide the total number of FTEs that engage in Customer Support	
20	Provide the total number of FTEs that engage in Project Management	

Information Requested		Vendors Response, Comments, or Explanations
21	Provide the total number of FTEs that engage in System Implementation and Rollout	
22	Provide average years of experience of professional staff	
23	Estimated number of resources that would be dedicated to the City for the duration of the project	
24	Number of projects currently being undertaken by company	
IMPLEMENTATION HISTORY		
25	Number of year experience the company has in system implementation	
26	Number of Public Sector/Municipal clients (specify clients)	
27	Number of clients in the Greater Cleveland area (specify clients)	
28	Number of clients currently using system proposed for the City	
29	Implementation projects the Vendor has completed successfully within the past five years (include duration, completion date and accuracy of cost estimate for each)	
30	Public Sector Project implementation projects the Vendor has completed successfully within the past five years (include duration, completion date and accuracy of cost estimate for each)	
31	Project implementation projects the Vendor has undertaken, but not completed within the past five years (include reason project was not completed)	
PENDING LITIGATION		
32	Number of Pending Litigations that the company has had in the past five years. Please attach a separate document with the details of each situation (client name, date and description/cause)	
33	Number of situations where the company has been subject to Liquidated Damages in the past five years. Please attach a separate document with the details of each situation (client name, imposed amount, imposed date, collected amount, date collected, description/cause)	

Attachment “F” – Vendor Client References

<u>VENDOR CLIENT REFERENCE #1</u>		
Information Requested	Vendor Response, Comments or Explanation	
Proposing Vendor Name		
Reference Company/Organization Name		
Reference Address		
Reference Contact Name		
Contact's Position		
Contact's Telephone Number		
Type of Company/Organization (Industry)		
Number of Employees		
Professional Services Performed		
Subcontractors used		
Identify any Vendor Staff that worked on this reference company's project, that are proposed for the project		
Original Cost Estimates		
Actual Final Costs		
Comments		

Attachment “G” – Functional Requirements

The City of Cleveland’s functional requirements for the Project are listed in this form. The Vendor must respond to each of the requirements by placing an “X” in the column of the appropriate response (see table below for response code definitions). For any requirement without a response, the City will assume the Vendor cannot provide the functionality.

Response Code	Definition
Y – Yes	Requirement can be implemented “out of box” without customizations or modifications to the existing application
N – No	Requirement will not be implemented
Cu – Customization	Requirement can be met by changing existing solution or through use of solution tools (NOTE: In Comments column, describe the customization and the estimated level of complexity – High, Medium, or Low)
F – Future	Requirement will be met by packaged solution currently under development, in Beta test, or not yet released (NOTE: In Comments column, indicate expected release date and any anticipated additional cost)
3 – 3rd Party	Requirement will be met by 3rd party solution package that is included in this proposal (NOTE: In Comments column, indicate name of proposed 3rd party solution package and proposed interface/integration services)
Co – Configuration	Requirement can be met through changes to setting of tables, switches, and rules without modification to source code (NOTE: In Comments, describe any changes to “out of box” workflow functionality)

City of Cleveland Requirements	Response to Requirements						Comments / Clarifications
	Y	N	C	U	F	3	CO
EMR General Requirements							
The system supports both a total paperless function and a hybrid function, where the contents of the electronic record can be printed for inclusion in the paper chart							
Your company provides after-hours call center support for the system							

EMR Demographics / Care Management							
The system supports the Continuity of Care Document (CCD) and CCD-A as the harmonized format for the exchange of clinical information including patient demographics medications and allergies							
The system has the capability to record demographics including:							
• Preferred language							
• Insurance type							
• Gender							
• Race							
• Ethnicity							
• Date of birth							
The system identifies and maintains a single patient record for each patient							
The system supports a user verifiable record merge function							
The system supports purging of incomplete or partial records (i.e., those created by auto population from the practice management system but for which no clinical data exists)							
The system captures and maintains demographic information Where appropriate; the data should be clinically relevant, reportable, and traceable over time							
The system creates and maintains patient-specific summary lists that are structured and coded where appropriate							
The system captures patient, and family care preferences at the point of care							

EMR Demographics / Care Management							
The system captures permanent patient address							
The system captures temporary patient addresses							
Preferred spoken language							
Preferred written language							
Translator needed							
The system has the ability to identify duplicate accounts							
The system has a look-up mechanism based on multiple criteria, including “sounds-like.”							
The system has the capability to have hyphen last names							
The system has the ability to use aliases							
Track more than one PCP							
Track referring providers							
Capture guardian information							
Set specific alerts around the age of consent laws							
Collect cellular phone number							
The system allows the capture, review, and management of medical procedural/OB/surgical, oral health, social, and family history, including the capture and linking of pertinent positive and negative histories, and patient-reported or externally available patient clinical history (includes birth history, dietary/nutrition history, immunization history, allergy and developmental history for children and behavioral health history) Additionally, scanned documents are processed with OCR to allow text-based searches of all imported documents							
For each new patient, the system captures and stores risk factors and highlights missing data to alert users to complete For example: <ul style="list-style-type: none"> History of STDs or STIs 							

EMR Consents, Authorizations, and Directives							
The system complies with all requirements of HIPAA, HITECH, and The Omnibus Rule, The Joint Commission requirements, requirements of Ohio State, and other appropriate regulatory bodies for which YVFWC is subject							

The system has the capability to restrict access or sharing data electronically with other systems based on Consents /authorizations provided by the patient or guardian subject to national or jurisdictional requirements							
The system has the capability for the user to create and maintain consents and authorizations when required in the patient's preferred language, reading level							
The systems capture maintains, and provides access to and print a copy of patient advance directives							

EMR Systems Management

Security features are incorporated within the system. These shall provide for:

Positive identification of authorized users and terminals							
Control of the functions authorized for a user or category of users (e.g., registration, cashier, biller, etc.)							
Control of the menu options authorized for a user or category of users							
Ability to drop inactive users off the system after a specified interval of inactivity							
Ability to clear automatically the screens of video display terminals after a specified interval of inactivity							
The system allows at least groups or categories of users to be defined for security							
The system provides the ability to restrict user access to files by read, write, and modify categories							
The system can provide context-sensitive on-line help messages for each data prompt at the request of the user, or automatically if an erroneous response is entered and the help facility is enabled by the user							
The system manager is able to change help messages or add new messages							
Selection of functions of the system is through the use of menus, via graphical user interface mouse selections, or via typed commands available as "shortcuts" to traversing menu trees or mouse clicks							
The system is designed to protect against simultaneous update of the same data field(s) by more than one user							

The system will have means for recovering systems data from an earlier version of the master files							
Data is stored on mirrored disk drives							
Data can be backed up on an incremental basis							
Data backup operations can be scheduled for off-hours and will operate unattended							
Data entry is on-line The system checks data items upon entry for validity and consistency with other data and warns the user of erroneous entries in time for the user to correct the data before it is filed in the database							
The user is able to edit any data item as soon as the error is detected							
The system contains a master directory of all terms that will be input as part of the patient registration, encounter data entry, and accounts receivable/billing data entry process							
The system manager is able to add, delete, or modify entries in the master directory without programmer intervention							
Numerous users can simultaneously use each module, (i.e., a multi-user system) The system will ensure data integrity in the multi-user environment							
Large volume updates to static files, e.g., fee changes, can be scheduled for a given effective date							
System can be configured to support mirrored or striped disk drives to improve fault tolerance and system recovery							
System error messages are clearly explained on the user's screen							
Significant system error messages are logged to a file for later review							
A list of all error messages with clear explanation and recommended response is documented in an operator's manual							
The system allows archiving of inactive patient records (e.g., patients with no accounting activity for two years) onto disk or tape and purging these records from the active patient data files							
The system has a restore capability to recall inactive patient data from the archive and transfer this data back into the active files							

Zero balance charges can be periodically purged							
The system provides system status reports that indicate the utilization of computer resources (e.g., disk space used/remaining, date/time of last full system backup, terminal/user activity)							
The system maintains a detailed audit trail that includes user number; date changed, old and new value for all registration and transaction fields Users must be able to easily generate reports to research audit issues							
The software system supports at least system printers							
The software system supports at least the minimum numbers of items listed in the following fields:							
• Account number							
• Insurance plans							
• Locations							
• Departments							
• Providers							

EMR Confidentiality and Security							
The system provides fully HIPAA compliant encryption							
The system is capable of meeting the most current HIPAA Standards and is guaranteed to meet future changes as applicable							
The system provides an operational environment which will ensure the security and integrity of the database							
The software segments the security setup sections							
The software restricts a user's access to specific areas of the application based on the user's responsibilities							
The software restricts a user's access to specific patient records based on security roles							
The software restricts access to configuration tables, profile indexes, etc. to designated health center personnel via security controls							
The software provides multi-level security to ensure the confidentiality of all patient-related							

information and to control access to outreach functions and features							
The software provides the identification of the individual who made changes to the patient clinical or financial record, including the date and time of these occurrences so that this information is accessible throughout the process							
What safeguards (e.g., fault tolerance, hardware redundancy) are included in the system to eliminate unplanned downtime?							
The system supports biosensor technology for logon							
Supports industry-standard electronic signatures							
The system controls access to and within the system at multiple levels (e.g., per user, per user role, per area, per section of the chart) through a consistent mechanism of identification and authentication of all users in accordance with the 'Role-Based Access Control' (RBAC) standard							
The system manages attestation of information including the retention of the signature of attestation (or certificate of authenticity) associated with incoming or outgoing information							
The system enforces the applicable jurisdiction's patient privacy rules as they apply to various parts of the PMS through the implementation of standard security Mechanisms							
The system establishes patient/physician data element confidentiality							
The system allows the user to restrict portions of the clinical record							

BILLING							
The system has built-in mechanism/access to other systems to capture cost information							
The system meets RBRVS/E&M documentation and coding guidelines							
The system provides a bidirectional interface a variety of information systems such as practice management, laboratory, state immunization registry, etc							
The system provides support to the provider on E & M coding based on documentation from the current visit							
Registering New Patients or Changing Existing Accounts							
The system maintains a unique patient identification number for each patient							
The system is able to automatically assign patient identification numbers in a user-specified format and range or allows the user to assign a patient identification number to a patient							
The system accommodates at least one historical medical record/chart number for tracking back to legacy systems							
The user can record the patient's medical record number at registration							
The system maintains a master directory or index of patient names							
The user is able to record the maiden surname of the patient to help in patient identification and record correlation							
The user is able to register individuals by family							
Patients associated with a family or guarantor can have surnames and addresses that differ from the head of household or guarantor							
The system is able to differentiate between patients and guarantors (patients or non-patients who agree to pay the patient's bill if no one else does)							
The system allows a patient to have more than one guarantor without requiring the patient to have more than one account							
The system supports recording both a permanent and local address for the patient and retains any old address and date of change to new address							

If a change to an address is made a way to quickly identify other family member's accounts and update their information at the same time is available							
At registration, the user is able to categorize the patient as homeless, migrant, seasonal, or other Federal reporting							
At registration, the system will establish a patient account status indicator or code that reflects the payment status of the patient's account							
The account status indicator or code will change automatically as the account status changes							
Users will have the ability to change this account status indicator or code							
An account status indicator value or code will be reserved to indicate that no bill should be sent out							
Users will have the ability to see past the status code							
The user is able to record information for identifying and locating the patient's employer							
The user can print patient registration information by employer							
The registration module records geographical information associated with the patient and guarantor's residence (e.g., neighborhood or census tract)							
The system provides a free-text comment field associated with the patient's registration record							
For name and address data items that are maintained, the system allows the user to specify "same as patient," or "same as guarantor" or automatically copies previously entered data to reduce the amount of duplicate data entry							
Each family can have an unlimited number of insurance policies covering members of the family Users should have the ability to flag Inactive Insurance Plans to avoid errors							
The user is able to specify which members in the family are covered by each insurance policy							
Subscribers (e.g., employers) may be different than the patient or the guarantor; if so, appropriate demographic data can be collected on the subscribers							
The system records patient's ethnicity using values in a user-defined table							

The system allows the user to record chronic diagnoses for the patient and the associated dates of the chronic diagnoses							
The user can assign the patient to a sliding fee scale and record an associated date for re-certifying the patient's sliding fee scale eligibility							
Users have the ability to maintain previous income information and dates on previous income information							
The system provides at least two free-text fields that can be used to categorize the patient for reporting These fields are accessible via the report writing tool							
The system automatically assigns the city and state based on the zip code							
The user is able to record name changes to help in the identification and record correlation							
The system will allow the user to enter comments, such as (adopted) or (divorced), etc							
The system is able to retain the previous name for historical and identification purposes (e.g., Child last name is Smith when the child became a patient, years later, step-dad adopts child and the child has a new name The new name is documented, but the old name can be kept in a different field)							
The user is able to apply the sliding fee for all family members							
The system will support two addresses to represent physical address and mailing address							
The system has an alert that will pop up asking the user to confirm the change in the status							
The system will allow user to view past notes for historical purposes (Unlimited amount of free text?)							
The system will allow the user to record subscriber demographics including:							
• Name							
• SS#							
• DOB							
• Mailing address							
The system allows the user to record race codes separate from ethnicity using user-defined values							

The system allows the user to enter free text for Race and Ethnicity field up to characters							
The system allows the user to record primary language using user predefined values							
The system allows the user to record free text for Primary Language up to characters							
The system will automatically assign an account renewal date (CHC) of year when the patient's account is updated							
The user is able to change the account renewal date							
The user can designate the patient or the patient visit type as a DO NOT CONTACT							
The system has an integrated camera system that will allow a webcam photo to be taken and converted to a jpeg file and attached to the patients PMS account							
The system will allow the user to verify insurance eligibility for Commercial, Ohio State Medicaid, Passport, SCHIP and Medicare programs							
The insurance eligibility check will allow verification against a predefined list of regional plans without the specific coverage preexisting in the patient account							
The system allows for electronic check transfer, credit card processing, debit card processing, and cash receipts							
The system allows the user to print two receipts with a signature line for the electronic check transfer and the credit card							
The system has an integrated document scanning system that allows the user to scan photo id, insurance cards, documents of various sizes up to 1/2 x							
The system can utilize desktop scanning hardware							
The system allows the user to create temporary accounts allowing the user to enter a user-predefined minimum demographic information to establish an appointment							
The user is able to convert the temporary account to a permanent account upon registration							
The system is able to support "wet signatures" for consents, attestations, and electronic funds transfers/credit card payments							
The system has the ability to set Required fields in the Patient Registration Process							

The system has the ability to have “help” windows on individual fields to explain the available options, and user define notes for help							
The system is capable of printing a customizable patient ID cards with user-predefined patient demographic information							
The system is capable of producing alerts (to billing staff) if changes are made on to an account that effect pending charges (i.e., income class was changed and is retro days and the Billing staff need to make changes to the prior charges)							
The system has the ability to require forms to be completed based on the Claim Center (i.e., A patient has a work comp, and it alerts the registration clerk we need additional information)							
Insurance Carrier Maintenance							
The system has the ability to place comments in each Claims Center to designate user-defined notes and comments specific to only that Claim Center							
System has the ability to place Start Date and End Date on each Insurance Plan							
Provider File Maintenance							
The system has the ability to assign “supervising” Providers							
The system has the ability to place State Date and End Date on each Provider File							
Working Unpaid Claims							
The system has the ability to design when a claim is deemed late by Carrier/Insurance Plan and show up on a user’s task list to work							
The system has the ability to track and pull reports on clean claims not paid in days							
The system has the ability to keep notes per claim on actions taken							
Insurance Forms and Claims Processing							
Since different payers have different information requirements, the system shall allow the system manager to define all pertinent questions to be asked at the time the patient is registered, at the time the provider and his/her insurance/ID numbers are added to the system, and other questions to be asked in the course of inputting the billable items for a patient visit							
The system can file all claims in an electronic format and provide reports back to the individual user who submitted the electronic batch vs. all reports coming							

back as one single group							
The system has the ability to place a Hold on Claims based on Provider, Claim Center by Provider, CPT Codes, and Diagnosis codes? This is the ability to hold charges on an individual provider for a single Carrier group pending the Provider's credentialing or contracting Once the provider has been credentialed/contracted the ability to do a mass release of claims for processing Explain how this could be accomplished The ability to report and identify claims holding for Provider Credentialing problems							
The system has the ability to set which Claim Centers are accepting ICD- vs. ICD- codes							
The system has the ability for the system to alert a charge poster if a charge is entered on the same account of the same day to prevent duplicate charge entry							
The system has the ability to set rules for third party payers on CPT codes and Diagnosis codes							
Describe in detail the system Claim scrubbing process Failed claims list prior to transmission to clearinghouse							
The system has EPSDT forms capable of auto-filling from directly from the system							
The system has the ability to place a single claim on hold and run report to identify and locate claims on hold							

BILLING Coding							
The system supports ICD--CM							
The system allows the user to code ICD--CM							
The system offer computer-assisted coding							
The system recommends appropriate level of EM Service							
The system recommends the appropriate Diagnosis Coding							
The system will be capable of managing ICD translation tables							

The system includes extensive error checking of all user input data, including, but not limited to:							
ICD- (Check diagnosis against gender, age, other as necessary)							
CPT procedure checking against diagnosis							
Extensive date checking for validity as well as ensuring a valid chronological order of events (dx before treatment, scheduling after birth, etc.)							

BILLING Consents, Authorizations, and Directives

The system has the capability for a patient to sign consent electronically							
The system has the capability to create, maintain, and verify patient treatment decisions in the form of consents and authorizations when required							
The systems captures, maintains, and provides access to patient advance directives							

Pending Charges

Ability to pass critical information directly from the EMR into the PM pending charges window to allow efficient paperless billing, including:							
• Location							
• Department							
• Program							
• Sliding fee level							
• Other							

Billing Sorting and Tasking

• Ability to sort and task billing by:							
• Carrier and carrier-class							
• Sliding fee							
• Department							
• Location							
• Program							
• Other							

Provide a detailed description of the Claims and Claims tracking processes as the information flows through the PM billing system, to the preferred clearinghouse, and back into the system	
Provide a detailed description of the ERA process related to the information flow from the clearinghouse back into the PM billing system, posting to the carrier, and ultimately the patient account	

• PPS Rate							
• Medicare PPS							
System facilitates the posting of charges, including calculations of PPS rates, enhanced rates, identification of qualifying visit, preventive exclusions, patient coinsurance, and adjustments under the Prospective Payment System (PPS) federal regulation methodology for FQHC's under the Final Rule (FR) for Centers for Medicare & Medicaid Services (CMS)							
System provides a Medicare PPS Maintenance File to store present date and historical dated PPS rates and enhanced rates as well as facilitate procedure codes accepted for PPS methodology billing							

Training/Testing – All Phases (Selection through Post Go-Live)

Development/Training Environment							
Specify if this will be provided before or after a contract is signed							
Will access be granted to development/training environment for testing during upgrades and during training processes?							
What types of online training are available?							
Videos							
Recorded Modules/Workflow Training Courses							
Recorded Interactive "Many-to-One" Training Sessions							
Quick Reference or Tips & Tricks Videos							
Trial Demonstration of EMR							
Web-Based Training Interactive training activity with screenshots & instructions to give clinic exposure of EMR selected before core training							
Facilitator/Consultant Led Training Sessions Module Training Sessions Workflow Training Sessions (Nurse, Provider, Front Office, etc.) One-on-One Training Sessions with Consultant							

Describe your training personnel (i.e., background, position, medical credentials) Vendor-Directed Demo (i.e., Web-Ex Training, On-Site, etc.)							
Training Documents (Identify format of documentation) <ul style="list-style-type: none"> • Training Manuals • Quick reference guides that focus on specific tasks • Online Printable Training Documentation • Upgraded Training Guide 							
Describe when these documents are modified and how quickly they are made available to the customer after product changes occur							
Is Practice/Specialty Specific Training Offered?							
What is created by vendor vs. customer? <ul style="list-style-type: none"> • Creating specialized templates for efficient documentation • Creating favorites/shortcuts within the product 							
Does the product have customizable preferences?							
Will a workflow assessment be completed by the vendor?							
Will a document be sent to be completed by clinic?							
Will vendor complete on-site workflow assessment?							
Is there an additional cost for workflow assessment?							
Will recommendations be provided for abstracting or bulk loading data from paper charts into the EMR?							
Contractually, can users access the live EMR system prior to Go-Live for build or ‘pilot’ purposes?							
On-Site Training							
How many days does EMR vendor provide for on-site training?							

Will Go-Live be scheduled shortly after initial staff training?							
What is the consultant/provider ratio during training?							
Will trainers complete a readiness assessment before Go-Live?							
Will vendor provide clinic with on-site demos before and after contract is signed?							
Will office be trained on hardware if purchased through the vendor before Go-Live training?							
Go-Live							
Will vendor staff be on-site during ‘Go Live’ timeframe?							
What will be their role during ‘Go Live’? Trainer Technical							
Post-Go-Live Training and Support							
After ‘Go-Live,’ who (i.e., support team, implementation manager, etc.) will be available to answer questions, issues, and/or training requests? If original implementation team, how long before this level of service is transferred to "normal" support team?							
Will a post-Go-Live assessment be completed after a specified amount of time by the vendor?							
How will clinic be notified of upgrades when they are released and who is responsible for installing these updates (dates, training, documentation, etc.)?							

Credentialing							
Online Initial Application							
Online Reappoint Application							
Virtual Committee - Medical Staff Leadership							
Quality and Risk review applicants online							
Capability to configure approval workflow including multiple facility and corporate level reviews							
Electronic Signatures							

Automated Credentialing Notification Letters							
Automated Peer Reference Letters							
Automated Affiliation Letters							
Automated Competency Assessment Letters							
Automated Malpractice Inquiry Letters							
Automated Practitioner Correspondence Letters to communicate with practitioners about credentialing status/pending action items, etc							
Automated Credentialing Approval Letters							
Business Intelligence to determine application completion status in each credentialing process automated credentialing and re-credentialing functionality, including primary source verification and re-appointment schedules							

“Attachment H” -Vendor Fee Proposal

FEE PROPOSAL SCHEDULE

In the following fee proposal schedules the vendor is required to provide costs for the required Solution. The vendor’s proposed licensing costs must include enterprise, per seat, per and/or per server (socket) licensing options. The vendor’s proposed solution maintenance and support costs must include the following:

- 24x7 Toll-Free telephone technical support for help or error reporting or error corrections.
- Supplemental, standard or product release will be provided to the city at no cost under the support agreement. The vendor is required to specify in detail the responsibility of installation for these releases and any other third party solution installation the vendor provides. Supplemental release is defined as a minor release of the vendor’s solution that contains primarily error corrections to an existing standard release and may contain limited improvements that do not affect the overall structure of the vendor’s software.
 - A supplemental release is defined as a minor release of the vendor’s solution that contains primarily error corrections to an existing standard release and may contain limited improvements that do not affect the overall structure of the vendor’s software.
 - A standard release is defined as a major release of the vendor’s solution that contains product enhancements and improvements.
 - A product release is defined as a major release of the vendor’s solution considered to be the next generation of an existing product or a new product offering.

Please indicate the types of pricing/installation models offered by your organization by placing an 'X' under the available column. If a model is not offered, please indicate this by placing an 'X' under the not offered column.

Deployment Models	Available	Not Offered
Software as a Service Model (SaaS)		
Perpetual License (On-premise, Client Server)		
Other (please specify)		

Use the Vendor Fee Templates 1,2 or 3 below to fill in the cost associated with the service(s) you wish to provide. Provide a separate template for each service if you are not providing all.

Use Vendor Fee Template (4) if you propose to provide all three services (EMR, Billing and Credentialing) as one solution.

VENDOR FEE TEMPLATE 1
ELECTRONIC MEDICAL RECORDS

Professional Services Tasks	Direct Labor Hours	Direct Labor Multiplier	Direct Labor Total	Comments
Project Management				
System design				
Configuration				
Installation				
Testing				
Training				

VENDOR FEE TEMPLATE (2)

BILLING MANAGEMENT

Professional Services Tasks	Direct Labor Hours	Direct Labor Multiplier	Direct Labor Total	Comments
Project Management				
System design				
Configuration				
Installation				
Testing				
Training				

VENDOR FEE TEMPLATE (3)
CREDENTIALING

Professional Services Tasks	Direct Labor Hours	Direct Labor Multiplier	Direct Labor Total	Comments
Project Management				
System design				
Configuration				
Installation				
Testing				
Training				

VENDOR FEE TEMPLATE (4)
All SERVICES

Professional Services Tasks	Direct Labor Hours	Direct Labor Multiplier	Direct Labor Total	Comments
Project Management				
System design				
Configuration				
Installation				
Testing				
Training				

SOFTWARE LICENSING COST

Item Number	Item	Quantity	Unit Price	Total Cost	Comments
1	Application Software –Perpetual License				
	Item 1		\$	\$	
	Item 2		\$	\$	
	Item 3		\$	\$	
			<i>Subtotal</i>	\$	
2	Annual Subscription (SaaS)				
	Item 1		\$	\$	
	Item 2		\$	\$	
	Item 3		\$	\$	
			<i>Subtotal</i>	\$	
3	Annual Maintenance				
	Item 1		\$	\$	
	Item 2		\$	\$	
	Item 3		\$	\$	
			<i>Subtotal</i>	\$	
4	Other Licenses/Services (if applicable) (E.g. report customization, analytics, etc.)				
	Item 1		\$	\$	
	Item 2		\$	\$	
			<i>Subtotal</i>	\$	
		Grand Total		\$	

11. NOTICE TO BIDDERS AND OEO SCHEDULES



MAYOR'S OFFICE OF EQUAL OPPORTUNITY

CLEVELAND AREA BUSINESS CODE

NOTICE TO BIDDERS

&

OEO SCHEDULES

City of Cleveland

Frank G. Jackson, Mayor

Melissa K. Burrows, Ph.D., Director

Office of Equal Opportunity

EQUAL OPPORTUNITY CLAUSE

(Section 187.22(b) C.O.)

Each Contract also shall contain the following equal opportunity clause:

“During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. The contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the contractor setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.
- (3) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract, or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) It is the policy of the City that local businesses, minority-owned businesses, and female-owned businesses shall have every practicable opportunity to participate in the performance

of contracts awarded by the City subject to the applicable provisions of the Cleveland Area Business Code.

- (5) The contractor shall permit access by the Director or his or her designated representative to any relevant and pertinent reports and documents to verify compliance with the Cleveland Area Business Code, and with the Regulations. All such materials provided to the Director or designee by the contractor shall be considered confidential.
- (6) The contractor will not obstruct or hinder the Director or designee in the fulfillment of the duties and responsibilities imposed by the Cleveland Area Business Code.
- (7) The contractor agrees that each subcontract will include this Equal Opportunity Clause, and the contractor will notify each subcontractor, material supplier, and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Cleveland Area Business Code. The contractor shall take any appropriate action with respect to any subcontractor as a means of enforcing the provisions of the Code.”

City of Cleveland
Mayor's Office of Equal Opportunity

Cleveland Area Business Code

NOTICE TO BIDDERS

1. Introduction:

The Cleveland Area Business Code contained in Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976 was enacted to increase the participation of minority-owned business enterprises, female-owned business enterprises, and local small business enterprises in City of Cleveland contracting. The Code also works to ensure that Contractors doing business with the City do not use discriminatory employment practices. Failure to comply with the Cleveland Area Business Code or with representations made on the attached Schedules may result in rejection of part or all of the bid, and/or cancellation of the contract.

2. Definitions:

As used in this Notice to Bidders and the attached OEO Schedules, the following words, phrases, and terms shall be defined as set forth below:

- (a) "Bidder" means a Person offering to contract with the City in response to an invitation to bid.
- (b) "Bid Discount" means the application of a percentage discount to the total amount of a bid submitted by a Bidder for a Contract solely for the purpose of bid comparisons when evaluating the lowest and best bid, or lowest responsible bid. The use of a Bid Discount for bid comparison does not alter the total amount of the bid submitted by a Bidder or the Contract executed based on a bid.
- (c) "Business Enterprise" means a firm, sole proprietorship, partnership, association,

corporation, company, or other business entity of any kind including, but not limited to, a limited liability corporation, incorporated professional association, joint venture, estate, or trust.

- (d) “City” means the City of Cleveland, Ohio.
- (e) “City of Cleveland Small Business” or “CCSB” means a CSB that has its principal office located physically within the municipal boundaries of the City.
- (f) “Cleveland Area Small Business” or “CSB” means a Business Enterprise certified under division (a) of Section 187.03.
- (g) “Cleveland Contracting Market” or “Contracting Market” means the geographic market area consisting of Cuyahoga County, Geauga County, Lake County, Lorain County, Medina County, Portage County, and Summit County, Ohio, or the geographic market area identified in a disparity study or otherwise as provided in Section 187.28.
- (h) “Contract” means a binding agreement executed on or after the effective date of this Cleveland Area Business Code by which the City either grants a privilege or is committed to expend or does expend its funds or other resources, or confers a benefit having monetary value including, but not limited to, a grant, loan, interest in real or personal property, or tax incentive in any form for or in connection with any work, project, or public purpose.
- (i) “Contracting Department” includes any administrative department under charge of the Mayor or any office, board, or commission treated or construed as a department of City government for any purpose under the Charter or ordinances of the City for the benefit or program of which the City enters into a particular Contract.
- (j) “Contractor” means a separate or distinguishable Business Enterprise employing one or more persons and participating in the performance of a contract, including but not limited to CSBs, MBEs, and FBEs where applicable, and shall include a party in privity with a Contractor for implementation of a Contract.

- (k) “Director” means the Director of the Office of Equal Opportunity.
- (l) “Evaluation Credit” means a predetermined number of points in the evaluation of proposals submitted by a Bidder for a Contract to be added solely for the purpose of proposal comparison when evaluating competing proposals. The use of Evaluation Credits does not alter the amount of the proposal submitted by a Bidder or the Contract executed based on the proposal.
- (m) “Female” includes only a United States citizen or lawful, permanent resident who is a member of the female gender.
- (n) "Female Business Enterprise" or "FBE" means a Business Enterprise owned, operated, and controlled by one or more Females who have 51% ownership. The one or more Females must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of female ownership. To qualify as a Female Business Enterprise, the Business Enterprise shall be located and doing business in the Cleveland Contracting Market.
- (o) “Local Contracting Market” or “Contracting Market” means the geographic market area consisting of Cuyahoga County, Geauga County, Lake County, Lorain County, and Medina County, Ohio; provided, however, that with respect to growers or producers of food only, the geographic market area also shall include: Erie County, Huron County, Richland County, Ashland County, Wayne County, Holmes County, Stark County, Summit County, Portage County, and Tuscarawas County.
- (p) “Local Producer” means a Person that:
 - (1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and

- (2)
 - A. grows food or fabricates goods, whether or not finished, from organic or raw materials;
 - B. processes goods, materials, food or other products so as to increase their commercial value by not less than 50%;
 - C. supplies goods by performing a Commercially Useful Function; or
 - D. provides, by its qualified full-time employees, maintenance, repair, personal, or professional services.
- (q) “Local-Food Purchaser” means a Business Enterprise that, in implementation of its City contract, purchases Local Food in an amount comprising not less than twenty percent (20%) of the Business Enterprise's City Contract amount.
- (r) “Local Sustainable Business” means a Business Enterprise that:
 - (1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and
 - (2) has established sustainability goals for itself and is a member of or signatory to a nationally-recognized sustainability program, which goals and program have been determined acceptable by the City Chief of Sustainability or other officer designated by the Mayor.
- (s) "Minority Business Enterprise" or "MBE" means a Business Enterprise owned, operated and controlled by one or more Minority Persons who have at least 51% ownership. The Minority Person(s) must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of ownership. To qualify as a Minority Business Enterprise, the enterprise shall be located and doing business in the Cleveland Contracting Market.
- (t) “OEO” means the Office of Equal Opportunity of the City of Cleveland.
- (u) “Proposer” means any Person proposing to contract with the City in response to a request

for proposals or other similar solicitation.

- (v) “Regional Cleveland Area Small Business” or “RCSB” means a CSB that has its principal office located physically within the territorial boundaries of Cuyahoga County but outside the municipal boundaries of the City.
- (w) “Regulation” or “Regulations” means and includes the regulations implementing this Code and promulgated by the Director of Equal Opportunity under division (b)(6) of Section 123.08 of these Codified Ordinances.
- (x) “Small Business Enterprise” or “SBE” means a Business Enterprise that meets the established economic criteria for a SBE and is owned, operated and controlled by one or more persons who meet the economic criteria for SBE ownership established by the Director in the Regulations.

3. Required OEO Schedules:

The following documents must be completed, signed, and submitted as part of the Contractor’s bid or proposal for any City of Cleveland contract over \$50,000.00. Failure to submit all OEO Schedules may result in the rejection of a bid.

Schedule 1: PROJECT CONTACT INFORMATION FORM

Schedule 1, the PROJECT CONTACT INFORMATION FORM, provides the Office of Equal Opportunity with the necessary contact information to conduct its monitoring responsibilities. Each Bidder or Proposer shall complete, sign, and submit Schedule 1 and include it with its bid or proposal.

Schedule 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION

Schedule 2, the SCHEDULE OF SUBCONTRACTOR PARTICIPATION, identifies all of the subcontractors the Bidder or Proposer intends to use on the project. Each Bidder or Proposer must

complete, sign and submit Schedule 2 and include it with its bid or proposal. Bidders or Proposers shall list all prospective subcontractors, including all CSB, MBE, and/or FBE subcontractors, that will participate on the contract, and all requested contact information. Bidders or Proposers shall include the contract specification item number(s) on which the subcontractor will participate in Part 1, the scope, or supplies/materials that the subcontractor will be responsible for will be documented in Part 2, with the corresponding 1 dollar amount for the subcontract on Part 3. The total dollar amount in Part 3 must be an actual dollar amount, and should not be a range of values or a percentage of the contract.

Schedule 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

Schedule 3, the STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR, verifies that the certified CSB, MBE and/or FBE subcontractors listed on Schedule 2 have agreed to work with the Bidder or Proposer on the project and that the two parties have agreed on general contract terms. Each certified CSB, MBE, and/or FBE listed as a prospective subcontractor on Schedule 2 shall complete, sign and return Schedule 3 to the Bidder or Proposer, and the Bidder or Proposer shall include the completed Schedule 3 with the bid or proposal. Part 1, Part 2 and Part 3 on each Schedule 3 must correspond with Part 1, Part 2 and Part 3, respectively, on Schedule 2 for the appropriate subcontractor.

No CSB, MBE, or FBE participation credit will be considered for a certified CSB, MBE and/or FBE subcontractor listed on Schedule 2 that does not have a corresponding, accurate Schedule 3 included in the bid or proposal.

If an MBE or FBE plans to re-subcontract any of its work, it must indicate that on Schedule 3. Any work re-subcontracted to a non-certified subcontractor will reduce the Bidder or Proposer's participation credit to the extent of the re-subcontracting.

Schedule 4: CSB/MBE/FBE UNAVAILABILITY/IMPRACTICALITY CERTIFICATION

Schedule 4, CSB/MBE/FBE UNAVAILABILITY/IMPRACTICALITY CERTIFICATION, allows the Bidder or Proposer to document its good faith effort to achieve the CSB, MBE, and/or FBE subcontracting goals identified for the project in the bid documents. If a Bidder or Proposer has met or exceeded the subcontracting goals for the project, the Bidder or Proposer shall indicate this in Section A of Schedule 4. If the Bidder or Proposer has not met the subcontracting goals for the project, the Bidder or Proposer will indicate this in Section A of Schedule 4, and complete Section B.

Section B of Schedule 4 allows the Bidder or Proposer to document its efforts to solicit certified subcontractor participation for the project, thereby meeting the good faith effort requirement of the bid. Section B also allows the Bidder or Proposer to attach a written document explaining why subcontracting to the goals included in the bid or proposal documents is impossible or impractical due to the nature of the work, service or product being contracted by the bid or proposal. Contractors are obligated to demonstrate their good faith effort to meet the subcontracting goals for the contract, and failure to do so will result in the rejection of the bid or proposal.

Failure to submit and accurately complete OEO Schedules 1, 2, 3, and 4 may result in the rejection of all or part of the bid or proposal. Submission of incomplete, inaccurate, or inconsistent data in the Schedules may lead to a formal investigation, decertification of the Bidder or Proposer, decertification of the subcontractor, and/or a rejection of all or part of the bid. The City of Cleveland reserves the right to waive any informality or immaterial irregularity and reserves the right to reject any or all bids.

4. Equal Employment Certification:

No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that

applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, “treated” means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.

Within 60 days after entering into a Contract, each Contractor shall file a written affirmative action program containing standards and procedures ensuring that the contractor affords all qualified employees and applicants for employment equal opportunities in the contractor’s recruitment, selection, and advancement processes.

Each contractor’s affirmative action program shall contain the following components:

- (1) A diagnostic component that includes quantitative analyses comparing the composition of the Contractor’s workforce to the composition of the Cleveland Contracting Market employment pool according to the most current census data available, grouped by EEO occupations.
- (2) Each affirmative action program shall contain placement goals as follows:
 - (i) For each non-construction contract, placement goals equal to the availability percentage for women or minorities where the percentage of women or minorities employed by the contractor in a particular job group is less than would reasonably be expected given their percentage availabilities in the corresponding Cleveland Contracting Market employment pool. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals

do not authorize or require a Contractor to grant a preference to any individual or adversely affect an individual's employment status for an unlawful discriminatory reason.

- (ii) For each construction contract, establish placement goals for minorities and women for each trade involved in the performance of the contract equal to the goals established by the Director. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a contractor to grant a preference to any individual or adversely affect an individual's employment status for an unlawful discriminatory reason.
- (3) Identification of problem areas through analysis of the contractor's employment process to determine if it affords or incorporates, or contains impediments to, equal employment opportunities.
- (4) Action-oriented programs consisting of practical steps the contractor will implement to address any identified problem areas or the underutilization of women or minorities in relation to their availability in the relevant labor pool.
- (5) Internal auditing and reporting systems that monitor and examine the impact the contractor's employment decisions and compensation systems have on women and minorities and their progress toward achieving a workforce that would be expected in the absence of discrimination.
- (6) Policies, practices, and procedures that the contractor will implement to ensure that all qualified applicants and employees enjoy equal opportunity in recruitment, selection, advancement, and every other term and privilege associated with employment.
- (7) Any additional requirements the Administrator may require through the

Regulations or on a case-by-case review of a contractor's proposed affirmative action program.

If, 60 days after entering into a Contract, a contractor has not filed an affirmative action program, has deviated substantially from an approved affirmative action program, or has discriminated against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status, the Office of Equal Opportunity may take immediate enforcement action.

5. CSB Certification:

Each Bidder, Proposer or subcontractor representing itself as a Cleveland Area Small Business (CSB) in the OEO Schedules shall be certified with the Office of Equal Opportunity as a CSB prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at <https://cleveland.diversitycompliance.com/>.

There are two classifications of CSBs:

A City of Cleveland Small Business (CCSB) is a CSB headquartered within the City of Cleveland.

A Regional Cleveland Small Business (RCSB) is a CSB headquartered within Cuyahoga County, but not within the City itself.

A business is eligible for certification as a Cleveland Area Small Business (CSB) if it meets the following criteria:

- (1) It is a Small Business Enterprise;
- (2) It has its principal office located physically in Cuyahoga County; and
- (3) Its chief executive officer and highest level managers maintain their offices and perform their managerial functions in the Cleveland Contracting Market.

A business qualifies as a Small Business Enterprise if it meets size requirements of the US Small Business Administration or separate economic criteria as established by the Director of the Office of Equal Opportunity in the Regulations. You can find the current SBA size standards here: <http://www.sba.gov/content/small-business-size-standards>

6. CSB Contract Participation

In an effort to promote the participation of Cleveland-area Small Businesses (CSBs) in City contracts, each Contracting Department of the City will use its best efforts to contract with CSB Bidders and Proposers, and Bidders and Proposers that have committed to subcontracting with certified CSBs.

Where other, project-specific goals have not been set in the bid or proposal documents, the standard CSB subcontractor participation goals are:

Construction Contracts:	30% CSB Subcontractor Participation
Professional Services Contracts:	10% CSB Subcontractor Participation
All Other Contracts:	20% CSB Subcontractor Participation

The Contracting Departments may, in consultation with the Director, increase or decrease these participation goals for a particular contract. When the goals are changed, the change will be noted in the bid or proposal documents.

Each Bidder or Proposer shall make a good faith effort to subcontract with certified CSBs in consistent with the goals prescribed in the bid or proposal documents.

7. MBE/FBE Certification:

Each Bidder, Proposer or subcontractor representing itself as a Minority Business Enterprise (MBE) or Female Business Enterprise (FBE) in the OEO Schedules shall be certified with the Office of Equal Opportunity as an MBE and/or FBE prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at

A business is eligible for certification as a Minority Business Enterprise (MBE) if:

- (1) The Business Enterprise is owned, operated and controlled by one or more Minority Persons who have at least 51% ownership;
- (2) The Minority Persons who own the Business Enterprise have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership; and
- (3) The Business Enterprise is located and doing business in the Cleveland Contracting Market.

A business is eligible for certification as a Female Business Enterprise (FBE) if:

- (1) The Business Enterprise is owned, operated and controlled by one or more Females who have at least 51% ownership;
- (2) The Female owners have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership; and
- (3) The Business Enterprise is located and doing business in the Cleveland Contracting Market.

8. MBE and FBE Contract Participation

The City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs) and Female Business Enterprises (FBEs) through its contracting activities, and the City intends to Contract with firms that shares that commitment. Under this policy, each Contracting Department will use its best efforts to promote the participation of MBEs and FBEs as both prime contractors and subcontractors in all City Contracts. In turn, Bidders and Proposers shall make every effort to use MBEs and FBEs as subcontractors where available and practical.

Some City contracts will have specific MBE and/or FBE subcontractor participation goals. **These goals will be expressly stated in the Invitation to Bid (ITB) or Request for Proposal (RFP) in**

each contract where the goals are applicable. When specific MBE and/or FBE goals are set forth in the ITB or RFP, the Bidder or Proposer shall make a good faith effort to meet them.

When there are specific MBE and/or FBE goals on a City contract, those goals will be considered in lieu of an equivalent portion of the CSB goals for the contract. Please review the bid or proposal documents for the final MBE, FBE and/or CSB subcontracting goals for the project.

9. MBE/FBE Bid Discounts:

Contracting Departments may apply a Bid Discount of five percent (5%) for bids received from certified MBE and FBE Bidders to remediate past or present discrimination, where the City has developed or obtained a legally sufficient basis in evidence to demonstrate past or present discrimination. The CSB/MBE/FBE Registry denotes which MBEs and FBEs are eligible for Bid Discounts.

10. MBE/FBE Evaluation Credits:

Contracting Departments may apply an Evaluation Credit of five percent (5%) of the total points awarded for proposals received from MBE and FBE Proposers to remediate past or present discrimination, where evidence of contracting disparity has been adequately demonstrated.

11. MBE/FBE Subcontracting Bid Discounts and Additional Retainage:

Contracting departments may apply a bid discount for bids received for public improvement contracts in the amount of five percent (5%) of the portion of the total amount of the goods, labor, and materials that the bidder represents it will subcontract to one or more MBEs and FBEs, where the City has developed or obtained a legally sufficient basis in evidence to demonstrate past or present discrimination.

If a Contracting Department applies the MBE/FBE subcontracting Bid Discount to the bid of a Bidder that would not have otherwise been the lowest, and the Bidder is awarded the Public

Improvement Contract, the City shall retain as Additional Retainage an amount equal to the total dollar amount by which the bid was adjusted for bid comparison in addition to the contract retainage required under Section 185.41 of the Codified Ordinances of the City of Cleveland. Release of this retainage shall be managed under the provisions established in Section 187.05(e) of the Codified Ordinances.

12. CSB Bid Discounts:

If a Contracting Department does not apply an MBE or FBE Bid Discount to one or more bids for the award of a Contract, the Contracting Department may apply a Bid Discount in the following amounts for bids received from CSB prime contractors:

A Bid Discount of five percent (5%) for bids received from CCSBs.

A Bid Discount of five percent (5%) for bids received from RCSBs, provided no bids are received from CCSBs.

13. CSB Evaluation Credits:

If a Contracting Department *does not apply an MBE or FBE Evaluation Credit* to one or more proposals for the award of a Contract, the Contracting Department may apply Evaluation Credits as follows for proposals received from CSB prime contractors:

(1) An Evaluation Credit of five percent (5%) of the total points awarded for proposals received from CCSBs.

(2) An Evaluation Credit of five percent (5%) of the total points awarded for proposals received from RCSBs, provided no proposals are received from CCSBs.

14. CSB Subcontracting Bid Discounts and Additional Retainage:

Contracting Departments may apply a Bid Discount to bids received for a Public Improvement Contract in the amount of five percent (5%) of the portion of the total amount of labor and materials that the Bidder represents it will subcontract to one or more CSBs. This provision does not apply,

however, if a Bid Discount has been applied for MBE or FBE subcontractor participation,

If a Contracting Department applies the CSB subcontracting Bid Discount to the bid of a Bidder that would not have otherwise been the lowest, and the Bidder is awarded the Public Improvement Contract, the City shall retain as Additional Retainage an amount equal to the total dollar amount by which the bid was adjusted for bid comparison in addition to the retainage required under Section 185.41 of the Codified Ordinances. Release of this retainage shall be managed under the provisions established in Section 187.03(d) of the Codified Ordinances.

15. LPE and SUBE Certification:

A Bidder or Proposer may qualify as a Local Producer, a Local-Food Purchaser or a Local Sustainable Business under the Local Producer, Local-Food Purchaser, and Sustainable Business Preference Code, Chapter 187A of the Codified Ordinances of the City of Cleveland. Each Bidder or Proposer representing itself as a Local Producer (LPE), or a Local Sustainable Business (SUBE) shall be certified with the Office of Equal Opportunity prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at <https://cleveland.diversitycompliance.com/>.

16. LPE and SUBE Bid Discounts:

The Contracting Department shall apply a Bid Discount in the following amounts for bids received from LPE and/or SUBE prime contractors:

A Bid Discount of two percent (2%) for bids received from LPEs.

A Bid Discount of two percent (2%) for bids received from SUBEs.

17. LPE and SUBE Evaluation Credits:

The Contracting Department shall apply an Evaluation Credit in the following amounts for proposals received from LPE and/or SUBE prime contractors:

An Evaluation Credit of two percent (2%) for proposals received from LPEs.

An Evaluation Credit of two percent (2%) for proposals received from SUBEs.

18. Maximum Annual Subcontracting Program Benefit:

In an effort to encourage wide participation in the CSB, MBE, and FBE subcontracting programs, the City of Cleveland has a policy which may limit the amount of subcontracting credit that a single CSB, MBE and/or FBE subcontractor can provide in a single year. When the CSB, MBE and/or FBE subcontractor has reached this maximum subcontracting dollar value, its participation in future contracts will not be counted towards a Bidder or Proposer's CSB, MBE and/or FBE participation goals.

The Director may apply credit toward the CSB, MBE and/or FBE subcontractor participation goals upon written request of a Bidder or Proposer attesting that no other certified CSBs, MBEs or FBEs are available to perform the work or supply the materials required for the Contract, or in an emergency, or for such other reasons that the Director determines require use of that CSB, MBE or FBE.

Nothing prohibits a Bidder or Proposer from subcontracting to a CSB, MBE or FBE that has reached the cap, or prohibits the CSB, MBE or FBE from performing work or supplying materials under any contract. But that participation will not count towards the Bidder or Proposer's subcontracting goals.

19. CSB/MBE/FBE Manufacturer and Supplier Participation:

Under the Cleveland Area Business Code, the entire amount of expenditures to certified CSB, MBE, or FBE manufacturers will be counted towards CSB, MBE or FBE participation goals on the contract. A manufacturer is an enterprise that produces goods from raw materials or adds value by substantially altering them before resale.

Sixty percent (60%) of expenditures to certified CSB, MBE or FBE suppliers that are not manufacturers will be counted towards CSB, MBE or FBE participation goals on the contract, provided that the CSB, MBE or FBE supplier performs a commercially useful function in the supply process. A business enterprise is a supplier performing a commercially useful function in the supply process” when it:

- (1) Assumes the actual and contractual responsibility for furnishing the supplies or materials;
and
- (2) Is recognized as a supplier, distributor or reseller by the manufacturer or producer of the contracted supplies and materials; and
- (3) Owns or leases a warehouse, yard, building or other facilities or uses such as means as are customary in the industry for the purpose of maintaining an inventory of or supplying such supplies or materials from which it supplies its customers; and
- (4) Distributes, delivers, and/or services products primarily with its own staff and/or equipment.

If a CSB, MBE or FBE supplier is not a manufacturer and is not performing a commercially useful function in the supply process, the supplier’s participation will not be counted towards the CSB, MBE or FBE participation on the contract.

20. Joint Ventures:

Participation of CSBs, MBEs, and FBEs in joint ventures is encouraged. To receive credit for CSB, MBE and/or FBE participation in a joint venture, the joint venture must be certified by the Office of Equal Opportunity. The CSB/MBE/FBE, Joint Venture Certification Application, is available from the Office of Equal Opportunity, and applications for joint venture certification must be received by the Office of Equal Opportunity no later than 10 days prior to the bid opening.

21. Use of General Contractors as Subcontractors for CSB/ MBE/FBE Prohibited:

Consistent with the U.S. Bureau of Census Standard Industrial Classifications, the City considers that a "general contractor" assumes responsibility for an entire construction contract, although it may subcontract part or all of the actual work to special trades or other contractors. The City does not

consider that certification as a "general contractor" assumes or includes certification for any other trade or work. In order to qualify as a CSB, MBE or FBE Subcontractor, the CSB, MBE or FBE must be certified for the specific type of work indicated on Schedule 1, the Schedule of Subcontractor Participation.

22. Subcontractor Participation Compliance Monitoring

Once a contract is awarded through the bid or proposal process, the winning contractor is obligated to use the certified CSB, MBE or FBE subcontractors listed on the OEO Schedules and in the same participation amount indicated in the OEO Schedules. OEO will monitor this subcontractor participation throughout the course of the contract to ensure that the listed subcontractors are performing work on the project and that they are being properly compensated for that work.

The City of Cleveland uses a web-based contractor certification and contract compliance monitoring system, colloquially known as B2Gnow, to monitor compliance on City contracts. Contractors can access the system at <http://cleveland.diversitycompliance.com>.

Each month during the contract, the prime contractor (or direct contract-holder with the City) will report payments to ALL subcontractors through the B2Gnow system. This monthly reporting information includes total payment in dollars made to the subcontractor, record of invoices satisfied, record of checks or other payment methods used to satisfy invoices, payment dates, and any additional information required by OEO to verify payment to subcontractors. The prime contractor will enter this payment information into the B2Gnow system, and the subcontractors will verify this payment information in the system.

OEO offers regular training sessions in the use of the B2Gnow system. Please contact OEO at 216-664-4152 to schedule training. Online training options are also available through the B2Gnow system.

Please note that use of the B2Gnow system requires an email account and access to a personal computer with internet connectivity. This requirement applies to both prime contractors and subcontractors. The City will provide for access to a computer and internet connection at Cleveland

City Hall, upon appointment, for those contractors who do not otherwise have access to the required technology.

Community Benefit Policies:

- CODIFIED ORDINANCE 123 PREVAILING WAGE
- CODIFIED ORDINANCE 187 CLEVELAND SMALL BUSINESS
- CODIFIED ORDINANCE 187A LOCAL PRODUCER SUSTAINABLE DEVELOPMENT
- CODIFIED ORDINANCE 188 CLEVELAND RESIDENT EMPLOYMENT LAW
- CODIFIED ORDINANCE 189 LIVING WAGE
- Green Building Standards, Office of Sustainability

Questions about the certification process or the OEO Schedules should be directed to the Office of Equal Opportunity (OEO) at (216) 664-4152.



City of Cleveland
Office of Equal Opportunity
Schedules Checklist

[City of Cleveland OEO Forms](#)

This checklist will guide you through the Office of Equal Opportunity Schedules that must be completed and submitted as part of your bid or proposal.

Schedule 1: Project Contact Information Form

- ☐ Is all requested contact information included?
- ☐ Is the form completed and signed?

Schedule 2: Schedule of Subcontractor Participation

- ☐ Did you specify the total dollar amounts for each subcontract?
- ☐ Did you verify that each subcontractor is certified for the type of work to be performed?
- ☐ Is the form completed and signed?

Schedule 3: Statement of Intent to Perform as a Subcontractor

- ☐ Did the subcontractor specify the total dollar amount of the subcontract?
- ☐ If applicable, has the re-subcontracting section been completed?
- ☐ Is the form completed and signed by the subcontractor?

Schedule 4: CSB/MBE/FBE Subcontractor Unavailability/Impracticality Certification

- ☐ Did you list all companies you have contacted? (If additional space is needed, attach a separate sheet)
- ☐ If you are claiming that subcontracting is not available or practical on this contract, have you provided an explanation on a separate, attached sheet?
- ☐ Is the form completed and signed?